

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:

Safety-Kleen Systems, Inc.
10651 Hickson Street
El Monte, California 91731

ID No. CAT 000 613 893

Respondent.

Docket HWCA 2005 0805

CONSENT ORDER

Health and Safety Code
Section 25187

The State Department of Toxic Substances Control (Department) and Safety-Kleen Systems, Inc. (Respondent) enter into this Consent Order and agree as follows:

1. Respondent treats, transfer and stores of hazardous waste at 10651 Hickson Street, El Monte, California (Site).

2. The Department inspected the Site on February 24, March 15 and 17 of 2005.

3. The Department alleges the following violations:

3.1 Respondent violated Health and Safety Code section 25202, subdivision (a); and its Hazardous Waste Facility (Permit), dated November 20, 1998, Part III, Section B.2.3. (4) in that on February 24, 2005, Respondent stored hazardous waste at areas not authorized by the Permit or other grant of authorization from the Department. Specifically, Respondent stored hazardous waste at Area C1, the bay/staging area inside the facility warehouse; and at the parking lot, outside the warehouse building.

3.2 Respondent violated Health and Safety Code section 25202, subdivision (a) and Hazardous Waste Facility Permit, dated November 20, 1998

Part I, A, page 2, First Paragraph in that on February 24, 2005, Respondent stored hazardous waste in excess of the permitted capacity for Area C1.

3.3 Respondent violated California Code of Regulations, title 22, section 66264.35 in that on February 24, 2005 Respondent failed to maintain aisle space to allow the unobstructed movement of personnel, fire protection equipment, spill / control equipment, and decontamination equipment at hazardous waste storage Area C1.

4. A dispute exists regarding the alleged violations.

5. The parties wish to avoid the expense of litigation and to ensure prompt compliance.

6. Jurisdiction exists pursuant to Health and Safety Code section 251 87.

7. Respondent waives any right to a hearing in this matter.

8. This Consent Order shall constitute full settlement of the violations alleged above, but does not limit the Department from taking appropriate enforcement action concerning other violations.

SCHEDULE FOR COMPLIANCE

9. Respondent shall comply with the following:

9.1. Respondent has corrected the violations cited above. Respondent shall operate hereafter in a manner that shall prevent recurrences of the violations cited herein.

9.2. Submittals: All submittals from Respondent pursuant to this Consent Order shall be sent simultaneously to:

Robert Kou, Unit Chief
Statewide Compliance Division
Southern California Branch
Department of Toxic Substances Control
1011 N. Grandview Avenue
Glendale, California 91201

9.3. Communications: All approvals and decisions of the Department made regarding such submittals and notifications shall be communicated to Respondent in writing by a Branch Chief, Department of Toxic Substances Control, or his/her designee. No informal advice, guidance, suggestions, or comments by the Department regarding reports, plans, specifications, schedules, or any other writings by Respondent shall be construed to relieve Respondent of its obligation to obtain such formal approvals as may be required.

9.4. Department Review and Approval: If the Department determines that any report, plan, schedule, or other document submitted for approval pursuant to this Consent Order fails to comply with the Order or fails to protect public health or safety or the environment, the Department may return the document to Respondent with recommended changes and a date by which Respondent must submit to the Department a revised document incorporating the recommended changes.

9.5. Compliance with Applicable Laws: Respondent shall carry out this Order in compliance with all local, State, and federal requirements, including but not limited to requirements to obtain permits and to assure worker safety.

9.6. Endangerment during Implementation: In the event that the Department determines that any circumstances or activity (whether or not pursued in compliance with this Consent Order) are creating an imminent or substantial endangerment to the health or welfare of people on the site or in the surrounding area or to the environment, the Department may order Respondent to stop further implementation for such period of time as needed to abate the endangerment. Any deadline in this Consent Order directly affected by a Stop Work Order under this section shall be extended for the term of such Stop Work Order.

9.7. Liability: Nothing in this Consent Order shall constitute or be construed as a satisfaction or release from liability for any conditions or claims arising as a result of past, current, or future operations of Respondent, except as provided in

this Consent Order. Notwithstanding compliance with the terms of this Consent Order, Respondent may be required to take further actions as are necessary to protect public health or welfare or the environment.

9.8. Site Access: Access to the Site shall be provided at all reasonable times to employees, contractors, and consultants of the Department, and any agency having jurisdiction. Nothing in this Consent Order is intended to limit in any way the right of entry or inspection that any agency may otherwise have by operation of any law. The Department and its authorized representatives may enter and move freely about all property at the Site at all reasonable times for purposes including but not limited to: inspecting records, operating logs, and contracts relating to the Site; reviewing the progress of Respondent in carrying out the terms of this Consent Order; and conducting such tests as the Department may deem necessary. Respondent shall permit such persons to inspect and copy all records, documents, and other writings, including all sampling and monitoring data, in any way pertaining to work undertaken pursuant to this Consent Order.

9.9. Sampling, Data, and Document Availability: Respondent shall permit the Department and its authorized representatives to inspect and copy all sampling, testing, monitoring, and other data generated by Respondent or on Respondent's behalf in any way pertaining to work undertaken pursuant to this Consent Order. Respondent shall allow the Department and its authorized representatives to take duplicates of any samples collected by Respondent pursuant to this Consent Order. Respondent shall maintain a central depository of the data, reports, and other documents prepared pursuant to this Consent Order. All such data, reports, and other documents shall be preserved by Respondent for a minimum of six years after the conclusion of all activities under this Consent Order. If the Department requests that some or all of these documents be preserved for a longer period of time, Respondent shall either comply with that request, deliver the documents to the Department, or permit the Department to

copy the documents prior to destruction. Respondent shall notify the Department in writing at least six months prior to destroying any documents prepared pursuant to this Consent Order.

9.10. Government Liabilities: The State of California shall not be liable for injuries or damages to persons or property resulting from acts or omissions by Respondent or related parties specified in paragraph 12.3, in carrying out activities pursuant to this Consent Order, nor shall the State of California be held as a party to any contract entered into by Respondent or its agents in carrying out activities pursuant to this Consent Order.

9.11. Incorporation of Plans and Reports: All plans, schedules, and reports that require Department approval and are submitted by Respondent pursuant to this Consent Order are incorporated in this Consent Order upon approval by the Department.

9.12. Extension Requests: If Respondent is unable to perform any activity or submit any document within the time required under this Consent Order, the Respondent may, prior to expiration of the time, request an extension of time in writing. The extension request shall include a justification for the delay.

9.13. Extension Approvals: If the Department determines that good cause exists for an extension, it will grant the request and specify in writing a new compliance schedule.

PAYMENT

10.1. Within 30 days of the effective date of this Consent Order Respondent shall pay the Department a total of \$7,000.00 as penalty. If Respondent fails to make payment timely as provided above, Respondent agrees to pay interest thereon at the rate established pursuant to Health and Safety Code section 25360.1. Respondent further agrees to pay all cost and attorney's fees incurred by the Department in pursuing the collection of payment of which becomes delinquent

hereunder. Respondent's check shall be made payable to Department of Toxic Substances Control, and shall be delivered together with the attached Payment

Voucher to:

Department of Toxic Substances Control
Accounting Office
1001 I Street, 21st Floor
P. O. Box 806
Sacramento, California 9581 2-0806

A photocopy of the check shall be sent:

To: Robert Kou, Unit Chief
Statewide Compliance Division
Southern California Branch
Department of Toxic Substances Control
1011 N. Grandview Avenue
Glendale, California 91201

10.2. Respondent agrees to send at least one employee to the California Compliance School, Modules I through IV. Attendance must be completed and Respondent must submit a Certificate of Satisfactory Completion for the employee issued by the California Compliance School to DTSC within 185 days of the date of this Order. In recognition of this educational investment, the penalty imposed by this Order has been reduced by \$5,000 if the employee satisfactorily completes the specific modules and DTSC receives the Certificate of Satisfactory Completion within 185 days of the effective date of this Order. If Respondent fails to submit the certificate as required, the penalty of \$5,000 is due and payable within 30 days after the 185-day period expires. The 185-day period may be extended by a DTSC Branch Chief upon a written request demonstrating good cause.

OTHER PROVISIONS

11.1. Additional Enforcement Actions: By agreeing to this Consent Order, the Department does not waive the right to take further enforcement actions, except to

the extent provided in this Consent Order.

11.2. Penalties for Noncompliance: Failure to comply with the terms of this Consent Order may subject Respondent to civil penalties and/or punitive damages for any costs incurred by the Department or other government agencies as a result of such failure, as provided by Health and Safety Code section 251 88 and other applicable provisions of law.

11.3. Parties Bound: This Consent Order shall apply to and be binding upon Respondent and its officers, directors, agents, receivers, trustees, employees, contractors, consultants, successors, and assignees, including but not limited to individuals, partners, and subsidiary and parent corporations, and upon the Department and any successor agency that may have responsibility for and L jurisdiction over the subject matter of this Consent Order.

11.4. Effective Date: The effective date of this Consent Order is the date it is signed by the Department.

11.5. Integration: This agreement constitutes the entire agreement between the parties and may not be amended, supplemented, or modified, except as provided in this agreement.

Dated: October 25, 2005

Original signed by Virgil W. Duffie III
Signature of Respondent's Representative

Virgil W. Duffie III, Assistant Secretary
Safety-Kleen Systems, Inc
Type/Print Name/Title of Respondent's Representative

Dated: November 3, 2005

Original Signed by Robert Kou, Unit Chief
Robert Kou, Unit Chief
Statewide Compliance Division
Department of Toxic Substances Control